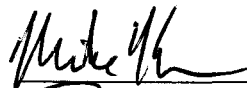


## ARTICLE I GENERAL PROVISIONS

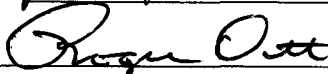
- SEC. 1** The Board recognizes the Turkey Valley Education Association as the certified exclusive bargaining representative for all certified personnel as set forth in the Public Employment Relations Board Certification Instrument (Case #214) issued by the Public Employment Relations Board on May 9, 1975, employed or to be employed by the Turkey Valley School District.
- SEC. 2.** The following definitions apply to this Agreement:
- A. The term "Board" in this Agreement shall mean the Board of Education of the Turkey Valley Community School District or its duly authorized representatives.
  - B. The term "employee" in this Agreement shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
  - C. The term "Association" in this Agreement shall mean the Turkey Valley Education Association or its duly authorized representatives or agents.
  - D. Both parties recognize that the school nurse is now a member of the bargaining unit.
- SEC. 3.** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law. All other provisions of the Agreement shall continue in full force and effect.
- SEC. 4.** Copies of this Agreement shall be given to all employees now employed or to be employed by the Board. Prospective employees may review this Agreement. The Association shall be provided with ten (10) additional copies of this Agreement. The format for the printed contract shall be mutually agreed upon, and the final, printed contract shall be presented to the employees and the Association no later than fifteen (15) calendar days from date signed.
- SEC. 5.** Whenever any notice is required to be given by either party of this Agreement to the other party pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party by written notification to the other party.
- A. If by Association, to Board of Directors at Jackson Junction, Iowa, 52171.
  - B. If by Board, to Turkey Valley Education Association, Jackson Junction, Iowa, 52171.
- SEC. 6.** This agreement shall be effective for the 2007-2008 and 2008-2009 school years with a reopener after one year for the following provisions: Article XIV Wages and Salaries, Article XVI Insurance, Schedule B Salary Index, Schedule C Supplemental Wages and the Memorandums of Agreements.
- SEC. 7.** In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and their signatures placed thereon.

Turkey Valley Education Association (President):



Date: 27 Jun 07

Turkey Valley Board of Directors (President):



Date: 6-27-07

## ARTICLE II GRIEVANCE PROCEDURE

- SEC. 1.** A grievance is a claim by an employee, or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.
- SEC. 2.** A grievant is the person, persons, and/or the Association making the complaint.
- SEC. 3.** This procedure is used to provide fair solutions to problems which may arise affecting employees.
- SEC. 4.** A grievant may be represented at all stages of the grievance procedure by oneself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all formal levels and shall have the right to grieve any adjustment of the employee's complaint.
- SEC. 5.** All documents, communications, and records dealing with the processing of a grievance shall be filed in a grievance file and shall not be kept in the employee's personnel file. Such material in a grievance file shall be open to the review of the grievant and Association and shall be available for reproduction at their expense.
- SEC. 6.** All meetings and hearings under this procedure shall be conducted in private and shall include only the witnesses, the grievant, the grievant's representative and the Association.
- SEC. 7.** The parties agree to follow the steps as herein below set out in the processing of a grievance. If at any time the Board's representative fails to provide written disposition to the grievant within the time limit therein set forth or any extension agreed to in writing, the parties may appeal the grievance to the next step of the grievance procedure. Any grievance not carried to the next step within the prescribed time limit including any such extension agreed to in writing, shall be automatically closed upon the basis of the last disposition rendered.
- SEC. 8.** A grievance shall be presented in accordance with these procedures within fifteen (15) calendar days of the day of the event giving rise to the grievance.
- SEC. 9.** Step One -- INFORMAL, PRINCIPAL  
An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representatives with the objective of resolving the grievance informally.
- SEC. 10.** Step Two -- FORMAL, PRINCIPAL  
If the grievance still exists as a result of the informal discussion with the Principal or immediate supervisor at Step One, the grievance shall be filed on the form set forth in Schedule A within fifteen (15) calendar days of the Step One meeting(s). Said form shall be signed by the grievant and a copy shall be delivered to the appropriate principal or immediate supervisor. The principal or his immediate supervisor shall indicate his/her disposition of the grievance in writing to the grievant within five (5) calendar days after receipt of said grievance form.

**SEC. 11. Step Three -- FORMAL, SUPERINTENDENT**

If the grievance still exists as a result of the Step Two disposition, the grievant may, within five (5) calendar days, transmit said grievance to the superintendent. The superintendent shall have twenty (20) calendar days to meet with the grievant and indicate his/her disposition of the grievance in writing.

**SEC. 12. Step Four -- FORMAL, ARBITRATION**

If the grievance still exists as a result of the Step Three disposition, the grievant may, within ten (10) calendar days, transmit said grievance to arbitration. The Association reserves the exclusive right to determine which grievance shall be supported by the Association in an arbitration proceeding, and shall notify the Board of its position and intent prior to any such arbitration.

**SEC. 13. Within five (5) calendar days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a written request for a list of five (5) arbitrators shall be made to the American Arbitration Association. Each of the two parties shall alternately strike one name at a time from the list until one name remains. The order of choice shall be determined by a toss of a coin. The first party to choose will exercise his/her choice within two days of the determination. The second party will exercise his/her choice within two days of the choice of the first party. The first party will then exercise his/her second choice within one day of the choice by the second party. The second party will exercise his/her second choice within one day of the second choice by the first party. The name of the arbitrator in charge of the arbitration proceedings is the name remaining. The arbitrator shall act and the arbitration proceedings shall be conducted under the rules of the American Arbitration Association.**

**SEC. 14. The arbitrator's award shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the school district and the grievant and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the agreement. The arbitrator's award shall be final and binding on the parties and said award shall be issued not later than ten (10) days from the date of the close of the hearings or, if oral hearings have been waived, from the date the final statements and proofs on the issues are submitted to the arbitrator.**

**SEC. 15. The costs for the services of the arbitrator shall be borne equally by the parties.**

**SEC. 16. If a grievance affects a group or class of employees, and more than one principal or immediate supervisor is responsible for the group or class, then the grievance may be submitted after the informal step in writing directly to the superintendent and the processing of said grievance shall bypass Step Two.**

- SEC. 17.** Dispositions rendered at all formal steps of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the grievant, and parties of interest, including the Association and any representatives serving the grievant.
- SEC. 18.** No reprisals of any kind shall be taken by the Board or any member of the administrative body against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- SEC. 19.** Any provision of the Agreement that states a decision or action is discretionary establishes that decision or action as final and not grievable.

### **ARTICLE III EVALUATION PROCEDURES**

- SEC. 1.** An employee shall receive a copy of the District Professional Staff Evaluation Plan before or during the first week of the school year.

Within four (4) weeks after the beginning of each school year, the building principal shall acquaint each employee under his/her supervision with the evaluation instruments and procedures. No formal evaluation shall take place until the information on evaluation procedures has been given to each employee.

Observations shall consist of both formal and informal observations. A formal observation shall have both a pre-observation and a post-observation conference. Any pre-observation conference shall be held at least five (5) school days preceding the formal observation. The formal observation shall be at least 30 consecutive minutes. Any post-observations conference shall be held within twelve (12) calendar days following the formal observation. The evaluator(s) shall provide a copy of the written evaluation to the employee at the post-observation conference.

An informal observation shall be defined as a firsthand observation of at least ten (10) minutes with no advance notice of specific date or time. A post-observation conference shall be held within twelve (12) calendar days following the informal observation. If a written evaluation results from an informal evaluation, the evaluator(s) shall provide a copy of the written evaluation to the employee at the post-observation conference.

An employee shall receive a written copy of any and all evaluation reports conducted under the District Professional Staff Evaluation Plan. The copy shall be signed and dated by both the evaluator(s) and the employee to signify awareness of content.

The employee shall have the right to submit his/her reactions to any formal or informal written evaluations. One copy of the response shall be given to the evaluator(s) and one copy shall be attached to the written evaluation to be placed in the employee's file.

**SEC. 2. Tier 1**

- A. An employee in the first or second year of the profession (herein referred to as a beginning employee) and holding an Initial teacher license shall be considered a Tier 1 employee.
- B. The evaluation cycle for a Tier 1 employee shall consist of both formal and informal observations by an evaluator(s).
- C. An evaluator(s) shall conduct a minimum of three (3) formal observations of a Tier 1 employee. These observations shall include pre- and post-observation conferences that will be scheduled for dates and times agreeable to the staff member and the evaluator(s).
- D. In year one (1) and year two (2), a beginning employee shall be involved in a Comprehensive Evaluation.

**SEC. 3. Tier 2**

- A. An employee with a Standard license who is not in Tier 1 or Tier 3 shall be considered a Tier 2 employee.
- B. An evaluator(s) may observe a Tier 2 employee in both formal and informal observations. The formal evaluation shall include pre- and post-observation conferences that will be scheduled for dates and times agreeable to the staff member and the evaluator(s).
- C. An evaluator(s) shall formally observe the employee a minimum of one (1) time in the three (3) year evaluation cycle.
- D. A career teacher in the first year of employment for the District shall have two (2) formal observations and be involved in a Career Performance Review.
- E. During year one (1) of the evaluation cycle, a Tier 2 employee shall create an Individual Career Development Plan (ICDP) which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the District's Comprehensive School Improvement Plan.
- F. During the first two (2) years of the evaluation cycle, an evaluator(s) and the employee shall meet and discuss the progress of the employee on the employee's Individual Career Development Plan.
- G. In the year of the evaluation cycle, Tier 2 employees shall be involved in a Career Performance Review.

**SEC. 4. Tier 3**

- A. An employee shall be a Tier 3 employee in an Intensive Assistance Program if the employee, as determined by an evaluator(s), does not meet the following:

District expectations under the Iowa Teaching Standards 1 through 7 and their criteria (Standard 8 is excluded)

- B. The school district shall provide an Intensive Assistance Level as pursuant to the Code of Iowa.

## **ARTICLE IV HOURS, VACATIONS, HOLIDAYS**

- SEC. 1.** The arrival and departure times for full-time employees shall be no later than 7:45 a.m. and no earlier than 3:30 p.m. respectively. The employees shall be required to be at their assigned positions by 8:05 a.m. A flexible schedule occurs when a full-time employee's arrival or departure time has been adjusted. The employee and administration shall mutually agree upon a flexible schedule and notify the Association. If an employee agrees to a flexible schedule, the agreement shall be in writing. The employee shall not be required to attend meetings before or after the flexible contracted hours.

The arrival and departure times for part-time employees shall be determined when establishing the work day. Part-time employees shall be required to be present all day for workshop days, parent-teacher conference days, and in-service days and shall be paid on a per diem basis for their services for these days. This requirement may be waived at administrative discretion.

If the starting time of a school day is delayed because of adverse weather conditions, the employee's arrival time will be adjusted accordingly. If school is delayed one hour, the employees' arrival time will be delayed one hour, etc. If school is dismissed early for inclement weather, employees may leave after the buses have departed.

- SEC. 2.** Additional meetings may be scheduled, but employees will not be required to attend more than an aggregate of three hours per month.

No morning meetings or assignments shall be scheduled prior to 7:30 a.m.; no after-school meetings or assignments shall last beyond 4:30 p.m. No employee shall be expected to attend a meeting or assignment that begins before 7:45 a.m. and an after-school meeting or assignment on the same day. An employee who is to attend a meeting or assignment outside the regular school day shall receive notice of this meeting or assignment no later than the preceding school day.

- SEC. 3.** Employees shall be required to attend no more than five (5) assignments after 6:00 p.m. or on Saturday in one school year, except as provided in Sec. 4.

- SEC. 4.** Extra-duty assignments on a paid basis, but not on individual contracts, shall be assigned on a voluntary basis first. If insufficient volunteers are available, then employees may be required to perform such extra-duties on a paid basis. Assignments for junior-senior high activities shall be assigned to junior-senior high faculty. Assignments for elementary activities shall be assigned to the elementary faculty. The Board will attempt to evenly distribute such assignments within their classification.

No employee shall be assigned more than four (4) involuntary extra-duty assignments per contract year. Volunteers for five (5) or more extra duty assignments shall be assigned no more than two (2) involuntary assignments.

- SEC. 5.** Elementary employees shall have at least forty-five (45) consecutive minutes of preparation time per instructional day. In the event the school day is shortened, preparation time shall be prorated accordingly.

A part-time employee's work day shall include a preparation time prorated on the same percentage as their contract is to a fulltime contract.

An additional aggregate of forty-two and one-half (42.5) hours of planning and collaboration time during the contract year shall be accrued from professional development days and early dismissals.

- SEC. 6.** Full-time secondary classroom teachers shall have a minimum preparation time of five (5) periods per week per semester. In the event the school day is shortened, preparation time shall be prorated accordingly.

A part-time employee's work day shall include a preparation time prorated on the same percentage as their contract to a fulltime contract.

An additional aggregate of forty-two and one-half (42.5) hours of planning and collaboration time during the contract year shall be accrued from professional development and early dismissals.

- SEC. 7.** Non-classroom elementary and/or secondary employees with flexible scheduling (i.e., those who teach three classes or less per day such as librarians, school nurse, and guidance counselors) shall arrange for personal work breaks as deemed practical and possible, not to exceed fifty (50) minutes per day.

- SEC. 8.** If employees are asked to give up any portion of their minimum preparation time to cover or substitute in the absence of another employee, they shall be paid at the rate of \$12.00 per class period or a pro-rated portion if such required service is less than a class period.

- SEC. 9.** The following will be vacation days or vacation periods: Labor Day; Thanksgiving Day and the Friday following Thanksgiving Day; spring break, the Thursday before Good Friday; Good Friday; Easter Monday; the Christmas vacation; and Memorial Day. On the Wednesday preceding Thanksgiving vacation; on the workday preceding Christmas vacation and on the workday preceding the Thursday before Good Friday-Easter Monday vacation, the employee workday shall be the minimum number of hours and minutes required by state law to constitute a day of school.

- SEC. 10.** When parent-teacher conferences/staff meetings are scheduled for two (2) days following student dismissals, a day off will be granted to employees the day following the second date. This day off shall constitute one employee day of service.

- SEC. 11.** Make-up days shall be in the following order: time allocated for parent teacher conferences for a maximum of two (2) days; additional days at the end of the school year.

## **ARTICLE V PAID TEMPORARY LEAVES**

**SEC. 1.** General Provisions for Leaves

All leaves must be taken for a portion of a day or on a full day basis. Use of leaves will be pro-rated accordingly with a minimum of one-tenth (1/10) pro-rated. Part-time employees shall receive the same leave benefits as stated for full-time employees with the exception that their leave day shall be defined as a period of time equal to their normal working day.

**SEC. 2.** Sick Leave

- A. Public school employees are granted leave of absence for medically related disability with full pay in the following minimum amounts:

The first year of employment.....	12 days
The second year of employment.....	13 days
The third year of employment.....	14 days
The fourth year of employment.....	15 days
The fifth year of employment.....	15 days
The sixth and subsequent years of employment.....	15 days

- B. An employee's current year of sick leave, according to the above schedule, shall be available for use in the current year in addition to any prior accumulated sick leave. Unused sick leave shall be accumulative to one hundred fifteen (115) days. Sick leave shall be determined on the first day of the school year. First year employees shall work one contract day prior to receiving any sick leave benefits.
- C. New employees may transfer in a maximum of ten (10) days of unused sick leave from an accredited school district.
- D. Employees with less than a one hundred ninety (190) day contract shall have sick leave pro-rated accordingly.
- E. Employees shall be granted sick leave for a medically related disability or adoption of a non-school age child. Employees who know that such an adoption or disability will be occurring, such as childbirth or elective surgery, shall notify the Board in writing.
- F. The Board may request confirmation of the necessity for use of sick leave. Sick leave shall not be denied prior to conferring with the employee.
- G. Up to four (4) days of sick leave may be used for family/dependent adult medically related reasons.

**SEC. 3.** Personal Leave

- A. Each employee shall be entitled to two (2) days personal leave to be used at the employee's discretion each year. Each employee shall be able to carry



over two (2) full personal days per year for a total of no more than four (4) days.

- B. The employee shall notify his/her immediate supervisor of the intent to use personal leave three (3) calendar days in advance.
- C. The employee shall state the general reasons for the use of such leave, such as medical, legal, or family reasons.
- D. No more than two (2) employees from elementary and no more than two (2) employees from junior-senior high school may use personal leave in one day.
- E. Personal leave may not be used during the first eight work days of the school year, the last eight work days of the school year, one day preceding or following a holiday or vacation period, or on an inservice day that had been originally scheduled on the school calendar.
- F. Exceptions to the above provisions may be granted by the administrator in charge at his/her discretion.

**SEC. 4. Emergency Leave**

Emergency Leave shall be granted at the discretion of the superintendent.

**SEC. 5. Association Leave**

- A. Four (4) school days shall be granted to the President of the Association or his/her designees for the Iowa State Education Association Delegate Assembly.
- B. Two (2) school days each year shall be granted to the President of the Association or his/her designee for conducting Association business.
- C. The Association shall reimburse the District for the substitute pay necessitated by the use of Association Leave.

**SEC. 6. Professional Leave**

- A. Employees shall be granted five (5) school days of employee-directed professional leave each year. Each employee shall be reimbursed annually for up to \$150 of actual expenses incurred during the school year or the summer for fees, transportation, and lodging. Each employee shall be able to carry over remaining money for a maximum of \$300.00 for professional leave. Professional services shall qualify for professional leave for two of the five employee-directed days. Any district-directed days beyond the five will be at district expense for fees, transportation, and lodging.
- B. A request for professional leave shall be in writing and shall include a general description of the intended use of such leave. At least three (3) of the five (5) days shall directly tie to the Comprehensive School Improvement Plan or to the individual career plan.

- C. Administrative approval of professional leave shall be in writing and returned to the employee within five (5) school days of receiving the request.
- D. A request for professional leave must be made at least five (5) school days in advance of the day(s) to be used.
- E. The administrator in charge may waive the advance notice requirement at his/her discretion.
- F. Exception to the above provisions may be granted by the administration in charge at his/her discretion.

**SEC. 7. Bereavement Leave**

**A. Immediate Family**

- 1. An employee shall be granted up to three (3) school days at one time without loss of pay or sick leave in the event of a death of a member of his/her immediate family (spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, maternal or paternal grandparents).
- 2. Two additional bereavement days with pay may be granted by the administrator in charge at his/her discretion.

**B. Outside of Immediate Family**

- 1. An employee shall be granted up to one school day leave in the event of the death of a friend or a relative outside the immediate family.
- 2. No more than two (2) employees may be absent for this purpose in one school day.
- 3. The administrator in charge may allow more than two (2) employees to be absent for this purpose in one day at his/her discretion.

**SEC. 8. Paternity Leave**

- A. A male employee shall be granted one (1) school day of paternity leave if his child is born on a school day.
- B. If the child is born on a non-school day, the leave shall be at the discretion of the administrator in charge.

**SEC. 9. Court Duty**

An employee shall be excused for grand or petit jury duty or as a subpoenaed witness to district court except where the employee is a party to the litigation. The employee shall notify the district secretary of the amount of the per diem compensation to be received from serving Court duty and that amount will be deducted from the employee's salary.

**SEC. 10. Emergency Public Service Leave**

An employee who is a member of a community emergency service unit, such as fire department, EMTs and First Responders, may be granted leave as necessary to perform these duties upon the approval of the superintendent or his/her designee. This leave shall not exceed one day per year per employee.

**ARTICLE VI NON-PAID EXTENDED LEAVES**

**SEC. 1. Non-Paid Sickness-Disability Leave**

- A. If an employee has exhausted his/her sick leave accumulation and is still unable to return to his/her assigned duties as certified by his/her physician, the employee will be granted non-paid sickness-disability leave for the duration of his/her contract year.
- B. Such request for leave must be supported by a physician's written statement explaining the nature of the sickness-disability which prevents the employee from performing his/her contractual duties.
- C. Such leave shall terminate when the employee's physician certifies in writing that the employee has the physical and mental ability to return to service.
- D. The employee on sickness-disability leave shall have the option to continue health and major medical insurance coverage at his/her own expense for the duration of the contract year up to the age-eligibility limits of such benefits.

**SEC. 2. Non-Paid Extended Leave**

Extended leaves of absence without pay for up to one (1) year may be granted and renewed by the Board at its discretion. An employee returning from non-paid extended leave shall be reinstated.

**SEC. 3. Family Medical Leave Act of 1993**

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family Medical Leave Act of 1993.

**ARTICLE VII HEALTH AND SAFETY**

**SEC. 1.** Each new employee is required to have a physical examination and be certified fit for employment by a licensed physician, a certified nurse practitioner, or a licensed physician's assistant. This physical examination shall include a check for tuberculosis.

**SEC. 2.** Each new employee shall be advised in writing of the physical requirements herein set forth at the time of employment.

New employees, upon advisement in writing of the physical requirements, shall have a minimum of forty-five (45) calendar days to comply with such requirements as defined in Section 5. If the employee is not notified, the September pay slip cannot be withheld as provided in Section 5 of this article.

- SEC. 3.** Each continuing employee is encouraged to have a physical examination every three years.
- SEC. 4.** An employee's physical examination may be conducted by any licensed physician, a certified nurse practitioner, or a licensed physician's assistant. The board will reimburse the employee any amount up to \$35.00 not covered by insurance in a separate payment from the employee's regular check. The employee shall submit his/her billing statement or receipt of payment and the insurance statement prior to reimbursement. Request for reimbursement will only be honored upon initial employment and/or at a minimum of a three-year cycle.
- SEC. 5.** Certification of fitness for initial employment shall be presented to the Board by the employee prior to or on September 20th. If the physical statement is not received by the Board on or before September 20, the employee's September pay slip shall be withheld until such time that the physical statement is received.
- SEC. 6.** The above deadlines may be waived by the Board at its discretion.
- SEC. 7.** The Board may require an additional physical examination of an employee at any time and all costs related to that physical examination shall be borne by the Board.
- SEC. 8.** The Board shall provide first aid equipment for the use of employees.

## **ARTICLE VIII    ASSOCIATION RIGHTS**

- SEC. 1.** The Turkey Valley Education Association shall have the right to make reasonable use of school buildings, facilities, and equipment when such is not otherwise in use. Meetings of the full Association to be held in the building shall be with the approval of the building principal.
- SEC. 2.** The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in the faculty workroom. The Association may use employee mailboxes for communications with its membership.
- SEC. 3.** Whenever any representative of the Association is specifically requested or required by the Board to participate in a transaction with the Board, he/she shall suffer no loss in pay.

- SEC. 4.** The Board agrees to allow the Association to maintain reasonable materials in the building necessary to conduct Association business.
- SEC. 5.** Affiliate representatives of the Association may confer with employees after school hours, or, with administrative approval, during the school day.

## **ARTICLE IX IN-SERVICE TRAINING**

The Board shall establish an In-Service Education Committee (which may also be referred to as the Professional Development Committee) which shall include Association membership. This In-Service Education Committee shall be responsible for planning and evaluating the content and format of any inservice training. It shall submit its recommendation to the Board for approval.

## **ARTICLE X DUES CHECKOFF**

Any employee who is a member of the Association, or has applied for membership, is eligible for payroll deduction of NEA, ISEA, NEIEU, and TVEA dues according to the following procedures:

- SEC. 1.** The Association shall deliver by the fifth school day in September a list of employees who wish to have professional dues deducted and the amount to be deducted.
- SEC. 2.** Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the employee each month for ten (10) consecutive months, beginning in September and ending in June of each year.
- SEC. 3.** The Board shall transmit to the Association the total monthly deduction for professional dues for each employee by the first day of the month following each deduction.
- SEC. 4.** The Association agrees to hold harmless the Board from all claims, or liability and court costs arising out of the application of this dues checkoff provision.

## **ARTICLE XI SENIORITY PRINCIPLE**

- SEC. 1.** The following seniority principle applies to degree professional employees:
- A. The seniority principle shall be defined as the total number of years of teaching experience in the Turkey Valley System.
  - B. The seniority principle shall apply to all employees employed by the Turkey Valley School District.

- C. For the purpose of determining seniority, credit shall be allowed for probationary status. Employees must be fully certified and approved to have seniority in that area except for remedial math, remedial reading and audio-visual media.
- D. In grades PK-6, the basic seniority principle shall apply within the following areas: classroom teachers PK-6, specific learning disabilities, music, physical education, remedial math and remedial reading, PK-6 guidance, talented and gifted, school nurse, and at-risk coordinator with full allowance for mixed areas of assignment at Turkey Valley.
- E. In grades 7-12, the basic seniority principle shall apply within the following areas of assignment: agriculture, specific learning disabilities, science, language arts, social studies, home economics, languages, mathematics, speech, business education, music, art, physical education, industrial arts, guidance, library science, health, safety, driver education, audio-visual media, talented and gifted, school nurse, and at-risk coordinator with full allowance for mixed areas of assignments at Turkey Valley.
- F. When two or more professional employees have the same basic seniority as defined above, then the employee with the higher educational classification shall have seniority over the other(s). Educational classification is determined by the adopted salary schedule.
- G. Part-time employees who are employed 50% or more of full time employment shall receive a full year of seniority.

Part-time employees who are employed 49% or less shall receive one half (1/2) year of seniority.

This section applies to seniority only and is not applicable to wages and salary.

- SEC. 2.** The Board shall prepare a tentative employee seniority list, distribute the list to each employee and post it in the designated area by October 1 of each year. Employees and/or the Association must notify the Board Secretary in writing by October 15 of any seniority list inaccuracies. The Board will post a revised list by October 30.

## **ARTICLE XII VACANCIES, TRANSFERS, REASSIGNMENTS**

**SEC. 1.** Vacancies

The Superintendent shall notify the Association and shall post in the faculty workroom a list of all full-time and part-time vacancies and new positions which occur during the school year and for the following school year upon the knowledge of such vacancies.

**SEC. 2.** Transfers

- A. Definition: The movement of an employee to a different building shall be considered a transfer.

- B. An employee may request a transfer at any time by filing such a request with the building principal. The employee may request that the application for transfer be kept on file for further consideration. The decision on the request for transfer shall be given to the employee by the principal as soon as that decision is known.
- C. Any required involuntary transfer between buildings shall be accomplished with the following procedures:
  - 1) The Board shall notify the Association of the potential of staff transfer as soon as the fact becomes known to the Board.
  - 2) Whenever an involuntary transfer is necessary, the employee with the least seniority shall be transferred. Seniority is as defined and prescribed by all provisions of the Seniority Principle (Article XI).
  - 3) Actual notification of transfer shall be given to the employee in writing as soon as that decision is made by the Board.
  - 4) The employee shall have the right to confer with the Board to discuss the transfer and shall be provided reasons for said transfer upon request.
  - 5) An employee affected by an involuntary transfer may, at his/her request, be accompanied by or represented by a representative of the Association at any stage of the involuntary transfer procedure.
  - 6) An employee being considered for involuntary transfer shall maintain the same or higher levels of compensation and receive all benefits applicable to the previous position held at Turkey Valley.
  - 7) Any exception to this involuntary transfer policy must be made with the mutual consent of the Board, the Association, and the employee involved.

### **SEC. 3. Reassignments**

- A. Definition: The movement of an employee to a different assignment, grade level, or subject area shall be considered a reassignment.
- B. An employee may request a reassignment to another grade or subject area at any time by filing such request with the building principal. The employee may request that such a statement of interest be kept on file for future consideration.
- C. An employee being considered for involuntary reassignment to another grade or subject area shall have the right to confer with the Board to discuss the potential reassignment. Actual notice of reassignment shall be given to the employee in writing as soon as that decision is made by the Board.
- D. If an employee is reassigned to another grade or subject area, he/she may continue a graduate program coordinated to his/her previous assignment and maintain horizontal movement on the salary schedule.

- E. Any exceptions to this procedure must be made with the mutual consent of the Board, the Association, and the employee involved.

## **ARTICLE XIII STAFF REDUCTION**

**SEC. 1.** When, in the judgment of the Board, it is necessary to reduce staff in grades PK-6 and/or 7-12, the following sequential procedure shall determine the order of layoff:

- A. Attrition.
- B. Seniority as outlined in Article XI, Section 1D and 1E.
- C. When two or more professional employees have the same basic seniority as defined above, then the employee with the higher educational classification shall have seniority over the other(s). Educational classification is determined by the adopted salary schedule.
- D. Evaluation of teaching performance.
- E. Extra duty assignments shall have no role in staff reduction either when considering seniority or teaching performance.

**SEC. 2.** Notice of Staff Reduction.

The Board shall provide written notice in accordance with the Code of Iowa. Such notice of intended staff reduction shall also include the reasons for the reductions.

**SEC. 3.** Recall Rights.

- A. Any person laid-off pursuant to the staff reduction policy shall have recall rights to any position in accordance with the seniority principle for two (2) calendar years from the effective date of his/her lay-off, and shall be recalled to available positions in such professional categories in reverse order of lay-off. During said two-year period, an employee will receive one notification per vacancy within level or curriculum areas in which he/she has had experience at Turkey Valley. This notice will be sent by certified mail (with return receipt). An employee not replying within fifteen (15) calendar days from the date of receipt will not be considered for further reemployment under this policy. However, if notification is undeliverable, the employee will have waived reemployment rights for said vacancy only. During said two-year period, it is the responsibility of the employee desiring reemployment to apprise the Board of his/her educational classification, certification and all endorsements in areas of seniority.
- B. An employee recalled from lay-off shall retain all experience applicable to his/her salary schedule position prior to lay-off. Sick leave accrued prior to lay-off will be maintained. Upon recall, the employee assumes all rights and benefits of employment.



- C. The Board shall annually provide the Association with a current list of employees who have retained their recall rights as provided by this policy on staff reduction.

## **ARTICLE XIV WAGES AND SALARIES**

- SEC. 1.** The salary of each employee covered by the regular salary schedule is set forth in Schedule B, which is attached hereto and made a part thereof. Part time employees shall be paid a salary prorated on the same percentage as their contract is to a full-time contract. The school nurse shall be paid at 90% of the scheduled wages if the nurse has less than a BA/BS degree.
- SEC. 2.** Any employee hired after the start of the school year must be employed for one hundred twenty (120) or more school days in a school year to be given full credit for one (1) year of service toward the next increment step for the following year.
- SEC. 3.** Credit for fifteen (15) years of teaching experience within an accredited school accrued within the preceding twenty (20) years shall be applied to the salary schedule upon initial employment or return to the system. Credit for teaching experience beyond fifteen (15) years shall be at the discretion of the superintendent and said credit shall be applied to the salary schedule upon initial employment or return to the system. An employee being recalled from lay-off shall retain all experience applicable to his/her position on the salary schedule prior to lay-off.
- SEC. 4.** Each employee shall be granted a maximum of one (1) vertical step or increment on the salary schedule for each year of service until the maximum for his/her educational classification is reached. An employee may be denied a vertical advancement if the Board judges the employee's performance to be unsatisfactory. Written notice of such increment denial with the specific statement of reasons for such action shall be given to the affected employee prior to January 15.
- SEC. 5.** Employees on the regular salary schedule who move from one educational lane shall move to the corresponding eligible step on the higher lane. Employees may move more than one educational lane on the salary schedule in a given year. For an employee to advance from one educational lane to another, he/she shall file a notice in writing of completion of requirements for educational lane change by September 15 to the administrator in charge. The employee shall submit his/her grade report by October 15 and submit his/her official transcript on or before the first work day in November indicating graduate credit, quarter or semester hours. He/She shall also provide verification of course title. A new contract shall then be issued to the employee with pay adjustments made over the balance of the pay periods.
- SEC. 6.** To advance on schedule beyond a BA degree, horizontally, any graduate hours in the employee's teaching area(s) or related field(s) shall apply. The graduate hours in related fields shall be approved in writing by the Board prior to course registration. Any graduate hours in a college approved

Masters Degree program in the employee's teaching area(s) or related field(s) shall apply. This provision does not apply to hours earned or hours applied to the salary schedule prior to July 1, 1977.

- SEC. 7.** Each employee shall have the option to be paid in either ten (10) or twelve (12) installments. Employees shall receive their pay slips at their regular building and on regular school days. During summer months, pay slips shall be forwarded by mail to the employee's designated address.
- SEC. 8.** Any tax-sheltered account must be in the same terms as the wage installment period chosen by the employee.
- SEC. 9.** If an employee is not under contract for the following year, and is on a twelve (12) month installment pay period, the employee shall receive his/her last two pay slips June 30, upon request.
- SEC. 10.** Any employee whose assignment exceeds the regular employment work year or the normal employee work hours shall be additionally compensated at 80% of the per diem for an extended work year and at a prorated portion of the per diem rate for extended hours. To qualify for this rate, the work shall be a part of the employee's instructional assignment. Supplemental assignments are excluded from this provision.
- SEC. 11.** Longevity payment of six hundred dollars (\$600.00) shall be made the third year an employee is at the top of the educational lane on the salary schedule and has not received an increment step during that three (3) year period. The longevity payment shall be retained annually once received.

Each employee in the BA through MA lanes shall receive a maximum of three (3) longevity payments. Each employee in the MA+15 lane shall receive a maximum of four (4) longevity payments. Each employee in the MA+30 lane shall receive a maximum of five (5) longevity payments.

In the event the employee changes educational lanes, he/she shall begin a new three (3) year period.

- SEC. 12.** Employees shall be reimbursed for a maximum of two (2) days of unused personal leave at the end of the year at the rate of \$85 per day.
- SEC. 13.** Phase II Payments
- A. All professional, certificated employees currently in the bargaining unit shall receive Phase II money except those that receive more than \$500 of Phase I money.
  - B. Employees who receive \$500 or less annually from Phase I money shall be eligible to receive a sum of Phase II money which when added to the Phase I money will bring the total to an amount equal to the minimum individual Phase II payment to any employee eligible for Phase II payments.
  - C. Employees other than those in Sub-section B above shall receive a share of the Phase II money based upon their placement on the salary schedule index in Article XIV Schedule B.

- D. On November 1st the actual dollar allocation per employee shall be determined by the district.
- E. Deductions for FICA and IPERS shall not be made from any Phase II payments for those employees whose regular salaries exceed the maximum taxable amount for those programs.
- F. Phase II money will be paid to each employee in ten equal installments beginning in November and ending in August.
- G. Funds designated for an employee who ceases to be employed midyear shall be returned to the Phase II fund. Employees employed after November 1st who are eligible for Phase II money shall receive their prorated allocation only to the extent that such funds are available in the District's Phase II fund.
- H. Should leftover money in the Phase II District fund exceed \$250, the money shall be distributed on a prorated basis to all eligible employees with the August pay slip. Should the leftover money in the Phase II fund be \$250 or less, the money shall be carried over to next year's Phase II fund.
- I. Payment of Phase II monies is subject to receipt of Phase II monies from the State.

## **ARTICLE XV SUPPLEMENTAL WAGES**

- SEC. 1.** An employee required to use his/her personal vehicle in the performance of his/her assigned duties shall be reimbursed as provided by law for miles actually driven in excess of the normal route to and from his/her home and his/her regular building assignment.
- SEC. 2.** Employment in supplemental activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay in Schedule C, which is attached hereto and made a part thereof. Assignments under Schedule C may be shared by more than one employee. Request to share assignments and compensation must be made no later than September 1 of each school year. Responsibility for an assignment to be shared remains with the employee contracted for that assignment. Request to share assignments must define how duties will be shared, and the proration of the compensation.
- SEC. 3.** An employee shall be released from extra-duty assignments when reasons of health, verified by a doctor's statement, warrant such immediate release.
- SEC. 4.** An employee may request a release from a supplemental assignment at any time. If such release is granted, it will not affect the employee's regular employment.

- SEC. 5.** Extra duty assignments not on the supplementary schedule, including but not limited to pep bus chaperone, class sponsors, supervising approved class activities, ticket-seller, timekeeper, scorekeeper, announcer, video-tape

operator, and concert and dramatic supervisors, shall be reimbursed at the rate of \$30.00 for any events which lasts up to but does not exceed four hours. If the event exceeds four hours the reimbursement shall be in the amount of \$45.00 per event. Any event exceeding ten (10) hours shall be paid \$60.00.

## **ARTICLE XVI INSURANCE**

- SEC. 1.** The Board shall contribute \$690 per month for each full-time employee who chooses family coverage and 72.69% (\$502.00) of that amount for a full-time employee who chooses single coverage to be applied to a cafeteria plan. For the purpose of insurance only full-time employees are those employees who work 75% time or more. All current employees during the 2003-04 school year shall continue to be provided with health insurance benefits at their current level unless their employment percentage drops below 50% for the 2004-05 school year and/or subsequent school years. Each full-time employee will be required to take at least a single medical plan. Any additional premium cost will be deducted through payroll deductions or at the employee's option, a Tax Savers 125 Plan may be utilized. The employee may also use the Tax Savers 125 Plan for additional medical expenses as allowed by IRS regulations. Any remaining dollars may be taken in an IRS approved plan or account. After July 1, 2002, all new employees insurance deductibles will be at the \$500 or higher deductible plan.
- SEC. 2.** Each employee under the age of sixty-five (65) shall be covered by a long-term disability insurance program paid by the Board that is comparable to the program provided for the 1978-1979 school year. If the insurance carrier will provide similar coverage at no additional cost for the employees between the age of sixty-five (65) and seventy (70), the Board will pay the premium.
- SEC. 3.** Each employee shall be covered by Workman's Compensation insurance paid by the Board. An employee who has available sick leave, and is injured within the scope of his/her employment to the extent that medical absence from work is required, shall be entitled to the difference between his/her per diem compensation and the Workman's Compensation benefit. That portion of the per diem wage paid by the Board shall be credited against the employee's sick leave to the extent available. No further payment will be made by the Board after sick leave has been exhausted. When an employee becomes entitled to this supplement of worker's compensation, he or she shall be notified in writing by the Board of the option to receive a supplement with deductions from available sick leave as set forth above. An employee shall have fourteen (14) days to notify the Board in writing if he or she wishes to receive the supplement; if no response is received, then the supplement will not be paid and no reduction against sick leave will be made by the Board.

- SEC. 4.** All employees shall be covered by a school-financed liability insurance covering job-related performance of duties.
- SEC. 5.** Employee insurance coverage extends from September 1 to September 1 for all retirees, resignations, and new employees. Premiums through the insurance change July 1. Deductions for increased rates will be reflected in the July payroll.
- SEC. 6.** Employees new to the district shall be covered by Board provided insurance effective no later than September 1. Employees commencing employment during the school year shall be covered by Board provided insurance effective the first of the month coinciding with, or next following the date of employment.
- SEC. 7.** The Board shall continue health and major medical insurance for an employee absent because of illness or injury for the duration of sick leave and one premium month following the expiration of sick leave. An employee absent for an extended leave granted during the contract year shall have the same insurance paid by the Board for one premium month following the commencement of non-paid extended leave.
- SEC. 8.** After Board obligation for premium payment ends, the employee may continue participation in the health and major medical insurance program at his/her personal cost during the period of extended leave. It is understood that this program may be converted to an individual policy at this time.
- SEC. 9.** The Board agrees to provide a \$20,000.00 term life insurance policy with a double indemnity benefit for accidental death for each employee.
- SEC. 10.** Employees employed 75% time or greater will receive the same insurance benefits as full-time employees if determined to be eligible by the insurance company providing that coverage.
- SEC. 11.** Should the Board's insurance package include a Wellness Program in its employee insurance benefits, the Association shall notify the Board by September 10 of the Wellness Program funding level.

**Schedule A**

**GRIEVANCE REPORT**

**Turkey Valley Community School District**

NAME OF AGGRIEVED PERSON \_\_\_\_\_  
(If additional space is needed, attach additional sheets)

**STEP TWO**

A. Date Violation Occurred \_\_\_\_\_

B. Article(s) and Section(s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

---

---

---

---

D. Relief Sought \_\_\_\_\_

---

---

---

---

Date \_\_\_\_\_ Signature \_\_\_\_\_

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

---

---

---

---

Date \_\_\_\_\_ Signature \_\_\_\_\_  
of Principal or Immediate Supervisor

## GRIEVANCE REPORT (Cont.)

### **STEP THREE**

A. Signature of Aggrieved Person\_\_\_\_\_

B. Date Received by Superintendent\_\_\_\_\_

C. Disposition by Superintendent\_\_\_\_\_

---

---

---

Date\_\_\_\_\_ Signature \_\_\_\_\_  
of Superintendent

### **STEP FOUR**

A. Signature of Aggrieved Person\_\_\_\_\_

B. Signature of Association President (Optional)\_\_\_\_\_

C. Date Submitted to Arbitration\_\_\_\_\_

D. Date Received by Arbitrator\_\_\_\_\_

E. Disposition and Award of the Arbitrator\_\_\_\_\_

---

---

---

---

Date\_\_\_\_\_ Signature \_\_\_\_\_  
of Arbitrator

## TURKEY VALLEY SALARY SCHEDULE

### SCHEDULE B

2007-2008

<b><u>DEGREE EXPERIENCE</u></b>	<b><u>B.A.</u></b>	<b><u>B.A. +10</u></b>	<b><u>B.A. +20</u></b>	<b><u>B.A. +30</u></b>	<b><u>M.A.</u></b>	<b><u>M.A. +15</u></b>	<b><u>M.A. +30</u></b>
1	25,698	26,563	27,428	28,293	29,158	30,023	30,888
2	26,687	27,552	28,417	29,281	30,146	31,011	31,876
3	27,675	28,540	29,405	30,270	31,135	31,999	32,864
4	28,664	29,528	30,393	31,258	32,123	32,988	33,853
5	29,652	30,517	31,382	32,247	33,111	33,976	34,841
6	30,640	31,505	32,370	33,235	34,100	34,965	35,830
7	31,629	32,494	33,359	34,223	35,088	35,953	36,818
8	32,617	33,482	34,347	35,212	36,077	36,941	37,806
9	33,606	34,470	35,335	36,200	37,065	37,930	38,795
10	34,594	35,459	36,324	37,189	38,053	38,918	39,783
11	35,582	36,447	37,312	38,177	39,042	39,907	40,772
12		37,436	38,301	39,165	40,030	40,895	41,760
13			39,289	40,154	41,019	41,883	42,748
14				41,142	42,007	42,872	43,737
15					42,995	43,860	44,725

Generating Base: 24,710



## SCHEDULE C

## SUPPLEMENTAL WAGES – 2007-2008

All allowances shall be in addition to the basic pay schedule with all percentages applied to the B. A. step. All experience at a specific sport/activity level shall constitute full credit for any transfer within that specific sport/activity supplemental pay area. All employees shall be allowed eleven (11) years of experience credit.

### **ATHLETICS**

Head Coach-Wrestling	13%
Head Coach-Football	13%
Head Coach-Girls Basketball	13%
Head Coach-Boys Basketball	13%
Head Coach-Summer Baseball	13%
Head Coach-Summer Softball	13%
Head Coach-Volleyball	13%
Head Coach-Track	11%
Head Coach-Golf	11%
Head Coach-Cross Country	11%
Cheerleading Advisor	11%
Girls Chaperone	3%
Assistant Coach-Wrestling	9%
Assistant Coach-Football	9%
Assistant Coach-Basketball	11%
Assistant Coach-Summer Baseball	9%
Assistant Coach-Summer Softball	9%
Assistant Coach-Volleyball	9%
Assistant Coach-Track	6%
Assistant Coach-Golf	6%
Freshman Coach-Girls Basketball	7%
Freshman Coach-Boys Basketball	7%
Jr. Hi. Coach-Girls Basketball	5%
Jr. Hi. Coach-Boys Basketball	5%
Jr. Hi. Coach-Football	5%
Jr. Hi. Coach-Volleyball	5%
Jr. Hi. Coach-Wrestling	5%
Jr. Hi. Coach-Track	5%
Weight Training Coach	3% per season (12% per fiscal year)
Jr. Hi./Sr. Hi. Athletic Director	18%
or	
Jr./Sr. High Athletic/Activities Director	20%

### **JOURNALISM**

Annual Advisor	13%
Newspaper Advisor	9%
Elementary Newspaper	4%

### **MUSIC**

Sr. High Instrumental Performance Director	11%
Musical Director	11%
Elementary/Jr. High Instrumental Performance Director	6%
Assistant Musical-Instrumental	3%
Assistant Musical-Director	7%
Variety Show-Vocal	2%
Variety Show-Instrumental	2%
Variety Show-Dramatic	2%
Vocal Music Performance Director	7%

### **SPEECH**

Senior High Debate	7%
Senior High Speech	7%
Junior High Speech	2%
Junior High Debate	2%

### **DRAMA**

Senior High Production	6%
Contest Work	3%
Junior High Drama	2.5%

### **OTHER**

Junior Class Prom Sponsor	3%
Student Council / Homecoming Advisor	2.5%
Future Homemakers of America	1.5%
Computer Coordinator (Yr. Round)	13%
Academic Decathlon	5%

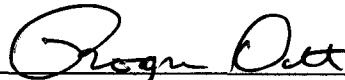
**Continuance  
Of  
Memorandum of Agreement**

As originally provided for the 2005-2006 contract year, the Turkey Valley Education Association and the Turkey Valley Community School District agree for the 2007-2008 contract year to modify employee hours for August 20, 2007, for the purposes of conducting professional development and an open house.

The employee arrival time shall be no later than 11:15 a.m., and the employee departure time shall be no earlier than 7:00 p.m.



For the Association



For the District

27 Jun 07

Date

6.27.07

Date

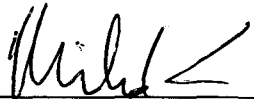
**Continuance of  
Memorandum of Agreement**


Subject to a continuing State directive, one additional day will be added to the 190 day regular contract for the 2007-2008 contract year and paid at the actual per diem rate to eligible professional staff required to work said day. If a second day is added by state directive the same provisions of this memorandum of agreement apply.

Money appropriated from HF 816 Sec. 27 will first be used to fill any shortfall from the District's appropriation for additional funds needed to pay actual per diem. Second, all remaining funds will likewise be distributed to professional staff covered under Iowa Code section 284.7.

Pay for the additional day will be prorated over ten months beginning in the November pay cycle.

The additional funds will be distributed according to agreement for current 284.7 distributions.

  
\_\_\_\_\_  
For the Association

  
\_\_\_\_\_  
For the District

27 Jun 07  
\_\_\_\_\_  
Date

6-27-07  
\_\_\_\_\_  
Date

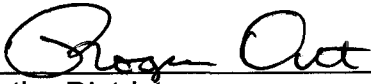
**Continuance**  
**Of**  
**Memorandum of Agreement**

The Turkey Valley Community School District and the Turkey Valley Education Association agree that the State funding for teacher salaries, as originally provided for by the Iowa Legislature for the 2006-2007 school year, and the associated allocations shall be continued for the 2007-2008 school year. These funds will be distributed first to increase teacher salaries to meet the State minimums, and then to all eligible employees based on their placement on the salary schedule in accordance with Article XIV and indexed in accordance with Schedule B.

These salary funds will be paid in regular monthly installments following the district receipt of the designated State funding.

It is also understood that the pay for the required extra day of professional service will continue to be funded on a per diem basis, as now stipulated by law.

This agreement does not apply to the "Market Factor Pay" funds allocated to the District.

  
\_\_\_\_\_  
For the District

  
\_\_\_\_\_  
For the Association

6-27-07  
\_\_\_\_\_  
Date

27 Jun 07  
\_\_\_\_\_  
Date